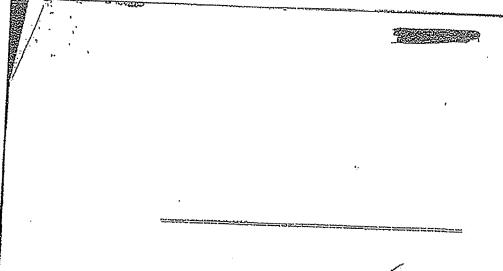
Case 8-18-72498-las Doc 12-2 Filed 05/14/18 Entered 05/14/18 18:36:23

EXHIBIT "A"



MORTGAGE NOTE

dated August 3, 2005

from

72 Grundview, LLC

Maker

to

20 Dearc Road, LLC

Payce

property and the first transfer and the second seco

MORTGAGE NOTE

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.

August 3, 2005~

\$420,000.00

FOR VALUE RECEIVED, 72 Grandview, LLC, having an address at 72 Grandview Drive, Shirley, New York 1196? ("Maker"), hereby covenants and promises to pay to 20 Dearc Road, LLC, a limited liability company, having an address at 20 Dearc Road, Selden, NY 11784 ("Payee"), or order, at Payee's address first above written or at such other address as Payee may designate in writing, Four Hundred Twenty Thousand Dollars (\$420,000,00), lawful money of the United States of America, together with interest thereon computed from the date hereof at the rate of 7875 percent per annum, shall be payable in monthly installments in the amount annexed hereto as Exhibit "A",

Maker covenants and agrees with Payce as follows:

- 1. Maker will pay the indebtedness evidenced by this Note as provided herein.
- 2. This Note is secured by a mortgage of even date herewith (the "Mortgage"), which Mortgage is a lien upon the property which is more particularly described in the Mortgage. All of the covenants, conditions and agreements contained in the Mortgage expressly are incorporated by reference herein and hereby are made a part hereof. In the event of any conflict between the terms of this Note and the terms of the Mortgage, the terms of the Mortgage shall be paramount and shall govern.
- 3. In the event any payment due hereunder shall not be paid on the date when due, such payment shall bear interest at the rate of ten (10%) percent per annum, from the date when such payment was due until paid. In addition, Maker shall pay a late payment premium of two (2%) percent of any principal or interest payment made more than fifteen (15) days after the due date thereof, which premium shall be paid with such late payment. This paragraph shall not be deemed to extend or otherwise modify or amend the due when such payments are due hereunder. The obligations of Maker under this Note are subject to the limitation that payments of interest shall not be required to the extent that the charging of or the receipt of any such payment by the holder of this Note would be contrary to the provisions of law applicable to the holder of this Note limiting the maximum rate of interest which may be charged or collected by the holder of this Note.
- 4. The holder of this Note may declare the entire unpaid amount of principal and interest under this Note to be immediately due and payable if Maker defaults in the due and punctual payment of any installment of principal or interest hereunder.

- 5. Payce agrees that Payce will look solely to the property more particularly described in the Mortgage, and any other collateral given for security of the indebtedness evidenced by this Note or secured by the Mortgage, for the payment and performance of the provisions hereof and of the Mortgage, and that Payce will not seek or take any personal or deficiency judgment against Maker or any partner, shareholder, officer or principal of Maker, disclosed or undisclosed, with respect to such indebtedness or performance; provided, however, that nothing herein shall be deemed to affect otherwise the rights of Payce to proceed against the property described in the Mortgage or other collateral as in the Mortgage or elsewhere provided.
- 6. Maker shall have the right to prepay the indebtedness evidenced by this Note, in whole or in part, without penalty, at any time, without prior written notice to Payee. The installment payments provided for herein shall continue without change after any such prepayment.
- 7. Maker, and all guarantors, endorsers and sureties of this Note, hereby waive presentment for payment, demand, protest, notice of protest, notice of nonpayment, notice of intention to accelerate maturity, notice of acceleration of maturity, and notice of dishonor of this Note. Maker and all guarantors, endorsers and sureties consent that Payce at any time may extend the time of payment of all or any part of the indebtedness secured hereby, or may grant any other indulgences.
- 8. Any notice or demand required or permitted to be made or given hereunder shall be deemed sufficiently made and given if given by personal service or by Federal Express courier or by the mailing of such notice or demand by certified or registered mail, return receipt requested, with postage prepaid, addressed, if to Maker, at Maker's address first above written, or if to Payce, at Payce's address first above written. Either party may change its address by like notice to the other party.
- 9. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any change, modification, termination, waiver, or discharge is sought. This Note shall be construed and enforced in accordance with the laws of New York.

IN WITNESS WHEREOF, Maker has executed this Note on the date first above written.

72 Grandview, LLC

y: Clonne

Annia Lambardi

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.

On the 3 day of (NCOS), before me, the undersigned notary public, personally appeared Annie Lombardi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DAWN BACHAN MUCKUNLALL Notary Public, State of New York No. 01BA6112158 Qualified in Nasseu County Commission Expires June 28, 2008 BY# S

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERED TO BELOW;

BORROWER: 72 GRANDVIEW LLC CO BORROWER: ANNIE LOMBARDI ORIGINATOR: 20 DEARE ROAD LLC

ORIGINAL PRINCIPAL BALANCE: \$420,000.00

PAY TO THE ORDER OF:

Capital, LLC

WITHOUT RECOURSE

20 Dearo Road, LLC

TITLE:

BV# 305534

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERED TO BELOW:

BORROWER: 72 GRANDVIEW LLC
CO BORROWER: ANNIE LOMBARDI
ORIGINATOR: 20 DEARE ROAD LLC

ORIGINAL PRINCIPAL BALANCE: \$420,000.00

PAY TO THE ORDER OF:

Capital, LLC

WITHOUT RECOURSE

20 Deare Road, LLC

TITLE:

BV# 305534

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERED TO BELOW:

BORROWER: 72 GRANDVIEW LLC
CO BORROWER: ANNIE LOMBARDI
ORIGINATOR: 20 DEARE ROAD LLC

ORIGINAL PRINCIPAL BALANCE: \$420,000.00

PAY TO THE ORDER OF:

WITHOUT RECOURSE

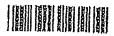
Capital, LLC

BY: Nat Lucangeli /

TITLE: Vice President







SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: MORTGAGE/NAW

Number of Pages: 7

Receipt Number : 05-0098803

MORIGAGE NUMBER: CW069373

Recorded:

09/21/2005

At:

09:19:24 am

LIBER:

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PAGE:

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District:

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Section: 983.10

Blocks 01.00

022.000

Mortgage Amount;

EXAMINED AND CHARGED AS FOLLOWS \$420,000.00

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MORTGAGE HOMBER: CW069373

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> Edward P.Romaine County Clark, Suiffolk County

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MORTGAGE

doted August 3, 2005

from

72 Chundview, LLC

mortgagor

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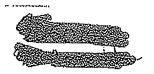
20 Denre Road, LLC

mortgagee

Please record and return to:

EZENK :

Rahmanan & Associates, LLC 1250 Broadway, Suite 3701 New York, Now York 10001



MORTGAGE

MORTGAGE, dated August 3, 2005, made by 72 Grandview, LLC, having an address at 72 Grandview Drive, Shirley, New York 11967 ("mortgagor") to 20 Dears Road, LLC, a limited Hability company, having an address at 20 Dears Road, Selden, NY 11784 ("mortgagee").

WITNESSETH, that to secure the payment of an indebtedness in the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00), to be paid with interest thereon in accordance with a certain Note of even date herowith, and for good and valuable consideration the receipt and sufficiency whereof hereby are acknowledged, the mortgager hereby mortgages to the mortgagee the following property (hereinafter referred to as the "premises"):

ALL that certain plot, place or parcel of land, with the buildings and improvements thereon creeted, situate, lying and being in Shirley, the County of Suffolk and the State of New York, being more particularly described in Exhibit A attached hereto and made a part hereof;

10 TOGETHER with all right, title and interest, if any, of the mortgager in and to any streets and roads abutting said premises to the center lines thereof;

TOGETHER with the appunenances and all the estate and rights of the mortgagor in and to said premises;

TOGETHER with all right, title and interest of mortgagor in and to any and all fixtures, chattels and articles of personal property attached to or used in connection with the aforesaid Premises, including without limitation furnaces, boilers, oil burners, radiators, piping and plumbing fixtures, refrigeration, air conditioning and sprinkler systems, gas and electrical fixtures, stores, ranges, kitchen cabinets, awaings, sercens, window shades, elevators, motors, dynamos, incincrators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings on the Premises, and any and all replacements thereof and additions thereto;

TOGETHER with all awards heretofore or hereafter made to mortgagor for any taking by eminent domain of all or any part of the Premises or any casement therein, including any awards for changes of grade of streets, which awards hereby are assigned to mortgages who is authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply them to the payment of the Indebtedness secured hereby;

BEING the premises is identified as Section 983.10, Block 01.00 and Lot 022.000,

AND the mongagor covenants with the mongagoe as follows:

1. The mortgagor shall pay the indebtedness as provided in the Note.

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BESSESSION.

Case 8-18-72498-las Doc 12-2 Filed 05/14/18 Entered 05/14/18 18:36:23

EXHIBIT A

Property Description

ALL that certain plot, piece or partel of land, situats, lying and being in the form of Brookhaven, County of suffer and State of New York, known and designated as Lot Number 843 and the northerly 40 feet of lot number 844, as shown on a certain map entitled, "Map of Mastic acres. Unit 118" filed in the Office of the Clark of Suffer County on April 16, 1947 as Map Number 1838, being bounded and described as follows:

BRGINNING in the westerly line of Grandview Drive distant 60.00 feet northerly from the point where the northerly line of Trafelger Drive, is extended westerly, would intersect with the westerly line of Grandview Drive;

RUNNING THENCE from said point or place of beginning, North 82 degrees 10 minutes 20 seconds week 205 feet more or less to the mean high water mark of sellport may, as shown on aforementioned filed map;

ROWNING THENCE along a tie line on a course North 7 degrees 49 minutes 40 occords East 90.00 feet to the southerly line of lot 842, on aforementioned map;

RUNNING THENCE along said line, South 82 degrees 10 minutes 20 seconds East 205 fact work or less to the westerly side of Grandview Drive;

RUNNING THENCE along the westerly side of Grandview Drive, South 7 degrees 49 minutes 48 seconds West DC.00 feet to the point or place of BEGINNING. χ

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- 2. The mortgager shall keep the buildings on the premises insured against loss or damage by fire, for the benefit of the mortgagee; shall assign and deliver the policies to the mortgagee; and shall reimburse the mortgagee on demand for any insurance premiums paid for by the mortgagee on the mortgager's default in so insuring the buildings or in so assigning or delivering said policies. In addition, the mortgager, within ten days after notice and demand, shall keep the premises insured against war risk and such other hazards as the mortgagee reasonably may request. The insurance policies shall contain the usual extended coverage endorsement and shall be in such amounts and with such companies as shall be satisfactory to the mortgagee. The provisions of Section 254 of the Real Property Law shall apply to all insurance required by this Mortgage.
- 3. No building on the premises shall be substantially altered, removed or demolished without the prior written consent of the mortgagee. The mortgager shall keep the premises in as good order, repair and condition as they now are, reasonable wear and tear excepted, shall not commit or permit any waste of the premises, and shall comply with all governmental rules, regulations and requirements of law applicable to the premises or the use thereof.
- 4. The mortgagor shall pay all real estate taxes, assessments, water charges and sower rents, and in default thereof, the mortgages may pay the same and the mortgager on demand shall repay the amount so paid with interest at the rate provided for in the Note and the same shall be added to the principal secured hereby.
- 5. The whole of the aforesaid principal sum shall become due and payable at the option of the mortgagec; (a) after default in the payment of any installment of principal or interest for fifteen (15) days; or (b) after default in the payment of any real estate taxes, assessments, water charges or sewer ronts affecting the premises for thirty (30) days after notice and demand, or after default in exhibiting to the mortgagee, within thirty (30) days after demand, receipts showing payment of all real estate taxes, assessments, water charges and sewar rents; or (c) after default for lifteen (15) days after notice and demand in insuring the buildings on the premises, or in assigning and delivering the policies insuring the buildings, or la reimbursing the mortgagee for premiums paid on such insurance, as herein above provided; or (d) after default upon request in furnishing a statement of the amount due on this Mortgage and whether any offsets or defenses exist against the indebtedness accured hereby, as hereinafter provided; or (c) after the actual or threatened alteration, demolition or removal of any building on the premises without the prior written consent of the mortgages; or (f) if the buildings on said premises are not maintained in reasonably good repair; or (g) after failure to comply with any requirement or order or notice of violation of law or ordinance leaved by any governmental authority having jurisdiction over the premises within three months from the issuance thereof; or (h) If on application of the montgages two of more fire insurance companies lawfully doing business in the State of New York refuse to issue policies insuring the buildings on the premises; or (i) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, clusticis and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages, resurvations of this or other encumbrances thereon; or (i) after the assignment of the rents of the premises of any part thereof without the prior written consent of the

mortgager; or (k) after thirty days notice to the mortgagor in the event of the passage of any law deducting from the value of land for purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured by real property for state or local purposes; or (l) if the mortgagor, for ten days after notice and demand, fails to keep, observe or perform any of the other covenants, conditions or agreements contained in this Mortgago.

- 6. The holder of this Mortgage, in any action to foreclose this Mortgage or sell the premises, shall be entitled to the appointment of a receiver of the rents, issues and profits of the premises.
- 7. In case of a forectosure sale, said premises, or so much thereof as may be affected by this Mortgage, may be sold in one pured.
- 8. The mortgagor, Within fifteen (15) days after request, shall furnish a duly acknowledged certificate stating the amount due on this Mortgage and stating whether there are any offsets or defenses against the indebtedness secured hereby.
- 9. The mortgagor warrants title to the premises.
- 10. If any action or proceeding be commenced (except at action to foreclose this Mortgage at to collect the indebtedness secured hereby), to which action or proceeding the mortgages is made a party, or in which it becomes necessary to defend or uphold the iten of this Mortgage, all sums paid by the mortgages for the expenses of any litigation to prosecute or defend the rights or lien created by this Mortgage (including reasonable attorneys' fees), shall be paid by the mortgages on demand, with interest at the rate provided for in the Note, and shall be added to the principal secured hereby. In any action or proceeding to foreclose this Mortgage, or to recover or collect the indebtedness secured hereby, the provisions of law respecting the recovering of casts, disbursements and allowances shall prevail unaffected by the preceding covenant.
- 11. The morigagor hereby assigns to the mortgages the runts, issues and profits of the premises as further security for the payment of the indebtedness secured hereby. The mortgagor grants to the mortgages the right to enter upon and to take possession of the premises for purposes of collecting the same and to let the premises or any part thereof, and to apply said rents, issues and profits, after payment of all necessary charges and expenses, our account of the indebtedness secured hereby.
- 12. The mortgagor, in compliance with Section 13 of the Lien Law, will receive the advances secured bereby and will hold the right to receive such advances as a trust fund to be applied first for the payment of the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part thereof for any other purpose.
- 13. Notwithstanding any other provision of this Mortgage to the contrary, the mortgages agrees that the mortgages will look solely to the premises for the psyment and performance of the provisions of the Note and this Mortgage, and that the mortgages shall not seek or take any personal or deficiency judgment against the mortgager or any partner, chareholder, officer or principal of the mortgager, disclosed or undisclosed, with respect to such indebtedness or

performance; provided, however, that nothing herein shall be elemed to affect otherwise the rights of the mortgages to proceed against the premises in forcelonure.

- 14. The mortgagor shall have the right to propay the indebtedness evidenced by the Note, in whole or in part, without penalty, without prior written notice to the mortgages.
- 15. Notices and demands or requests shall be in writing and may be served in person or by Federal Express courier or by certified or registered mail, return receipt requested, with postage prepaid.
- 16. This Mongage shall be governed by the laws of New York. This Mongage may not be changed or terminated orally. The covenants contained in this Montgage shall run with the land and bind the mongagor and the heirs, executors, administrators, lugal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall inure to the benefit of the mortgagor and the heirs, executors, administrators, legal representatives, successors and assigns of the mortgagee.

IN WITNESS WHEREOF, this Montgage has been duly executed by the montgagor on the date first above witner.

72 Grandview, LLC

By: Clarice Symphesich

STATE OF NEW YORK, COUNTY OF NEW YORK, 55.

On the D day of July; 2005, before me, the undersigned notary public, personally appeared Annie Lombardi, personally known to me or proved in me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

.....

DAWN BACHAN MUCKUNLALL Notary Publik, State of New York No. 018A6(12158 Challfled to Nasesku County Commission Expires June 28, 2008

BENDY I

Case 8-18-72498-las Doc 12-2 Filed 05/14/18 Entered 05/14/18 18:36:23





SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: Assignment by Mortgage/Mop Recorded: 09/21/2005 Number of Pages: 3 Recoipt Number: 05-0098803 Recoipt Number: 05-0098803

District: Section: Block: 759
0200 983.10 01.00 022.000

Received the Vollowing Fees For Above Instrument

Exempt Page/Filing Example 69.00 NQ Handling COE \$5.00 NO \$5.00 NO NYS BROKG Notation \$15,00 NO \$0.50 NO .Cart.Copiles RPT \$0.00 NO \$30.00 NO SCTH \$0,00 NO Food Paid \$54.50

THIS IS NOT A BILL

Edward P.Romaine County Clerk, Suffolk County

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SUPPOLK COUNTY CLEEK RECORDS OFFICE RECORDING PAGE

Type of Instrument: Assignment of Morigage/Mor Number of Pages: 3

Receipt Number : 05-0034531

Recorded; Atı

04/05/2006

02:04:32 PM

LIBER:

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Exampt

PAGE:

842

District: 0200

Bection: QL. E89

Blocks 01.00

Lot:

022.000

EXAMINED AND CHARGED AS POLLOWS Received the Pollowing Fees For Above Instrument

Exempt Paga/Filing \$9,00 NO Handling

COE \$5.00 NO NYS SECHO Notation \$0.50 NO Cart.Copies RPT \$30.00 NO BOTH

\$5.00 NQ \$15,00 NO \$0.00 МО \$0.00 NO

\$64,50

Fees Paid THIS PAGE IS A PART OF THE INSTRUMENT THIS IS NOT A BILL

> Judith A. Pascala County Clerk, Suffolk County

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